

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
CINCINNATI DIVISION**

EXCELL MARINE CORPORATION,

CIVIL NO. _____

Plaintiff,

v.

JUDGE _____

STAGG MARINE, INC.,
116 English Gardens Pkwy.
Lafayette, LA 70503

Serve:

PATRICK RENTROP
Registered Agent
116 English Gardens Pkwy.
Lafayette, LA 70503

Defendant.

COMPLAINT FOR BREACH OF MARITIME CONTRACT

COMES NOW Plaintiff Excell Marine Corporation, by and through counsel, and for its
Complaint against Defendant Stagg Marine, Inc., hereby states as follows:

THE PARTIES

1. Plaintiff Excell Marine Corporation (“Plaintiff”), is an Ohio Corporation with its principal place of business located in South Point, Ohio.
2. Defendant Stagg Marine, Inc. (“Stagg Marine”) is a Louisiana corporation with its principal place of business in Lafayette, Louisiana.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this case pursuant to 28 U.S.C. § 1333, as this is a claim concerning breach of a maritime contract, and is brought pursuant to Rule 9(h) of the Federal Rules of Civil Procedure.

4. Venue is proper within this Honorable Court, pursuant to 28 U.S.C. § 1391, because a substantial part of the events giving rise to this claim occurred within this District, including, but not limited to, Defendant's solicitation of business and services from the Plaintiff within this District; Defendant entering into a contract with the Plaintiff within this District; and Defendant agreeing to make payment to the Plaintiff within this District, and thereby breaching the contract within this District.

FACTS AND ALLEGATIONS

5. At all times relevant to this action, Plaintiff was the owner of the M/V Tombigbee, Official No. 529895, an inland marine towing vessel.
6. In April 2022, Plaintiff and Stagg Marine entered into an oral agreement in which Plaintiff agreed to charter the M/V Tombigbee to Stagg Marine for a project at or around Mile 71 of the Upper Mississippi River (the "Agreement").
7. Between April 11, 2022 and April 26, 2022, Plaintiff, pursuant to the Agreement, chartered the M/V Tombigbee to Stagg Marine.
8. At all times relevant herein, Plaintiff acted in compliance with the terms of the Agreement.
9. On April 15, 2022, Plaintiff issued Invoice No. 42904 to Stagg Marine in the amount of \$26,341.67, on net 30 terms, for charter hire of the M/V Tombigbee and provision of fuel between April 1 and April 15, 2022. A true and accurate copy of Invoice No. 42904 is attached hereto as Exhibit A.
10. On April 30, 2022, Plaintiff issued Invoice No. 42916 to Stagg Marine in the amount of \$76,411.85, on net 30 terms, for charter hire of the M/V Tombigbee and provision of fuel between April 16 and April 26, 2022. A true and accurate copy of Invoice No. 42916 is attached hereto as Exhibit B.

11. To date, Stagg Marine has failed to pay the balance of \$102,753.52 that is owed to Plaintiff pursuant to the terms of the parties' agreement, as further described herein. Stagg Marine has acknowledged this sum is owed to Plaintiff. A true and accurate copy of e-mail correspondence between Plaintiff and Stagg Marine is attached hereto as Exhibit C.
12. Further written demand for payment was made by Plaintiff on Stagg Marine on October 10, 2022, attached hereto as Exhibit D.
13. Plaintiff performed all of its obligations under the Agreement but has not received payment from the Defendant.

COUNT I – BREACH OF CONTRACT – CHARTER FEES

14. Plaintiff hereby incorporates paragraphs 1-13 by reference as if fully set forth herein.
15. The Agreement requires Stagg Marine to compensate Plaintiff for the charter services it provided to Stagg Marine.
16. Stagg Marine has and continues to breach the Agreement by failing to make payment to Plaintiff for the Services rendered April 11, 2022 through April 26, 2022.
17. Stagg Marine owes \$102,753.52 to Plaintiff for the Services provided by Plaintiff to Stagg Marine pursuant to the Agreement during the time period of April 11, 2022 through April 26, 2022.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Excell Marine Corporation respectfully requests that Defendant Stagg Marine, Inc. be cited to appear and answer, and, after a trial on the merits of this case, that judgment be entered in its favor as follows:

- a. For a judgment against Defendant in the amount of \$102,753.52 for services and fuel rendered pursuant to the Agreement; and

- b. For, costs, disbursements, expenses, pre-judgment and post-judgment interest, and attorneys' fees as permitted by law; and
- c. For such other and further relief, special and general, legal and equitable, to which it may be justly entitled.

Dated this 11th day of November, 2022.

Respectfully submitted,

s/ Todd M. Powers.

Todd M. Powers (OH # 0027122)

Megan A. Sullivan (OH # 0076355)

Sarah E. Schild (OH#0096969)

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